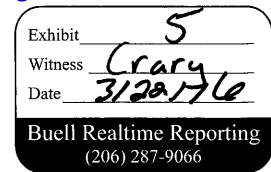


EXHIBIT 6



Pond5 Terms of Use

These Terms of Use govern your access to and use of the www.pond5.com website, which is owned and operated by Pond5 Inc. and Pond5 GmbH (collectively, "Pond5"), and the other websites of Pond5 and its subsidiaries (together with such website, collectively, the "Site").

Please read these Terms of Use carefully before accessing or using the Site. These Terms of Use limit Pond5's liability and may substantively affect your rights. By accessing or using the public or private portions of the Site, you accept and agree to be bound by these Terms of Use. If you are accessing or using the Site on behalf of your employer or another person or entity, you represent and warrant that you have full legal authority to bind such employer or other person or entity. **If you do not have such authority or you do not agree with these Terms of Use, do not access or use the Site.**

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Pond5 may change these Terms of Use and the guidelines, policies, restrictions and agreements on the Site at any time and from time to time without notice. You are cautioned to review the Terms of Use and the guidelines, policies, restrictions and agreements posted on the Site periodically. Your continued access to or use of the Site after any such changes are posted will constitute your acceptance of and agreement to the changes.

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Pond5 and its subsidiaries (collectively, "Affiliates" and together with Pond5, "we", "us" and possessives thereof) offer an on-line marketplace where people may submit and upload at the Site a variety of works, including film and video footage, music, sound effects, photographs, illustrations, animation, Flash files, templates, media project files and/or other audio, audio-visual, or visual works, whether generated optically, electronically, digitally or by any other means or in any media or other material (any and all of such works that are uploaded to the Site or otherwise submitted to us, individually and collectively, "Content") so the same may be downloaded by and licensed to users, members, registrants and licensees of the Site.

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We operate the Site as a service provider of an on-line marketplace, providing storage of materials on our systems or networks at the direction of Pond5's users.

You will access and use the Site and participate in the Site for lawful purposes only and only in accordance with these Terms and Conditions and the guidelines, policies, restrictions and agreements on the Site.

You will not on or through the Site do any of the following:

- (a) conduct any fraudulent, criminal offence or other unlawful activity;
- (b) upload any Content that is illegal, offensive, abusive, indecent, defamatory, harassing or menacing;
- (c) send or upload any communication, Content that infringes, misappropriates or violates anyone else's copyright, trademark, privacy, publicity or any other legal right;

(d) conduct any activity which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam";

(e) resell or make commercial use of the Site, any part thereof or, except as permitted by the License Agreement as related to Content downloaded thereunder, any Material;

(f) collect or use of any Content descriptions or information or prices, except (i) to view and evaluate for purchase of a license of the Content under the License Agreement or (ii) as permitted by the License Agreement as related to Content downloaded thereunder;

(g) download or copy any member, registrant or Content Information for the benefit of another merchant or website except as necessary to utilize rights to downloaded Content pursuant to the License Agreement;

(i) use any data mining, robots or similar data gathering and extraction tools on or at the Site or use any other automated means to access the Site;

(j) frame or use framing techniques to enclose the Site or any part thereof or any Content or any trademark, logo, or other proprietary information (including images, text, page layout or form) of Pond5 or the Site without our express written consent;

(k) use any meta tags or any other "hidden text" utilizing any of our names or trademarks without our express written consent;

(m) take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our servers or other infrastructure or use the Site in any way that causes, or is likely to cause, the Site or access to or use of it to be interrupted, damaged or impaired in any way;

(l) advertise products or services or solicit any user of the Site, whether or not such advertising or solicitation is in the form of unrequested bulk commercial email; or

(m) exploit for any commercial purpose without our express written consent the Site, any part thereof except as necessary to utilize rights to downloaded Content pursuant to the License Agreement.

User Codes

You agree that: (a) you will not share the user ID or password that you obtained or use in connection with your access to or use of the Site, an upload to the Site or a purchase of a license to Content from the Site (collectively "User Codes") with any other person, (b) you will take all necessary actions to preserve the confidentiality of such User Codes, (c) you are responsible for all acts or omissions that occur under any User Code; and (d) you will immediately notify us in writing in the event that you learn that: (i) any such User Code is lost, stolen, or improperly disclosed to a third party; (ii) the authority or employment of any person provided with a User Code on your behalf has been or is about to be

terminated; (iii) the confidentiality of any User Code has been compromised in any way; or (iv) you learn about a possible or actual unauthorized access to and/or use of the Site.

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The Site may contain links to internet content which is not a part of the Site. You agree and acknowledge that we are not responsible for such content.

Termination of Use

We may at our sole discretion terminate or limit anyone's access to or use of the Site at any time and for any reason without prior notice. In addition, we may immediately terminate or limit your access to or use of the Site, any pre-paid credits or subscription and/or any Evaluation License without notice, if you fail to comply with any provision of these Terms of Use or any other agreement with us. In such event, you agree to immediately (i) stop using the Site and all Thumbnails and Content Information and (ii) delete all Thumbnails, Content Information, other Materials and all copies thereof from all digital media and destroy all other copies, or, at Pond5' request, return all such copies to Pond5. If we terminate or limit your access to or use of the Site for breach of any agreement or terms or reasonable cause, Pond5 will not be obligated to refund any fees paid by you.

Privacy; Your Personal Data

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By inputting any personal information on the Site or otherwise providing any personal information to us, you are consenting to your personal information being shared with and processed in the course of our business by (a) us and our Subsidiaries, which are located in various different countries, including the U.S., which provide varying and in some cases less privacy protection than your country, and (b) in some cases the Content User in case of questions about clearances or claims of infringement.

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We may provide services in connection with the Site, including email notifications, image and Content downloading and information publication. We will endeavor to ensure that such services are available, operate correctly and are free from malicious code (e.g., computer viruses). You agree to release and hold harmless Pond5 for any damages arising out of your use of the Site, including the unavailability, failure or improper operation of services provided in connection with the Site.

You may incur fees for using certain services ("Fee-Based Services") provided by us. The fees for Fee-Based Services will be conspicuously posted, and you will not be allowed to access any Fee-Based Service without first approving the fees for such service. You agree to pay us all fees charged by us for Fee-Based Services you elect to access.

The Site and Materials Provided "As Is".

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Limitation of Liability

WE AND OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS AND AGENTS (including us, collectively, the "Pond5 Parties") SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, DIRECT, PUNITIVE, SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES OR PROCEEDING ARISING UNDER THESE TERMS OF USE OR ARISING OUT OF YOUR OR ANY OF YOUR REPRESENTATIVES' USE OF THE SITE, OUR SERVICES OR ANY OF THE MATERIALS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. THE FEES FOR OUR SERVICES REFLECT AND ARE SET IN RELIANCE UPON THIS ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS OF USE. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS OF USE, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF THE POND5 PARTIES UNDER THESE TERMS OF USE, OR THE ACCESS OR USE OF THE SITE OR ANY OF THE MATERIALS, SHALL BE LIMITED TO AN AGGREGATE OF ONE (\$1) US DOLLAR OR THE AMOUNT SET FORTH IN THE LICENSE AGREEMENT, IF APPLICABLE AND GREATER, EVEN IF WE OR ANOTHER POND5 PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify and hold each of us harmless against all claims or liability asserted against any of us arising out of or in connection with any breach by you or anyone acting on your behalf of any of these Terms of Use.

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We believe that it is important to respect the intellectual property and other rights of others. However, it is not possible for us - and nor do we accept any responsibility - to monitor or be aware of the Content and other Material that is displayed on the Site or the activity of our members, registrant, licensees and users. Accordingly, the Site operates on a "notice and takedown" basis. If you believe that your intellectual property, privacy or other rights have been infringed, misappropriated or violated by any Content or other

Material, please complete the Notice for Intellectual Property Infringement or Violation of Other Rights (the "Notice Form") and email it to us at the address set forth therein. Upon our receipt and review of a Notice Form we will take whatever actions we in our good faith discretion determine to be appropriate, including removing the Content or other Material, all of which are taken without any admission as to liability and without prejudice to any rights, remedies or defenses, all of which are expressly reserved. Furthermore, in submitting a Notice Form, you grant to us the right to use, reproduce, translate, and forward the Notice Form to the parties involved in the provision of the applicable Content or other Material.

Interpretation.

Unless the context requires otherwise, in any part of these Terms of Use: (a) "including" (and any of its derivative forms, e.g. "includes"), "e.g." and "for example" means "including but not limited to"; (b) "must not", "should not", "shall not" and "may not" are expressions of prohibition, and "will", "must", "should" and "shall" are expressions of command, and not merely expressions of future intent or expectation; (c) use of the singular imports the plural and vice versa; (d) references to one or no gender include the other or no gender; (e) references to the terms "herein" or "hereto" refer to these Terms of Use (including any terms incorporated by reference herein); (f) the headings in these Terms of Use are for ease of reference only and shall not affect its interpretation; and (g) when calculating the time period before which, within which or following which any act is to be done or step taken pursuant to these Terms of Use, the date that is the reference date in calculating such period shall be excluded and the time period shall be deemed to end at 11:59 PM Greenwich Mean Time on the applicable date.

Consent to Electronic Communications.

By inputting any information on the Site, you are consenting to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Miscellaneous Provisions.

- (a) The parties to these Terms of Use are independent contractors, and nothing in these Terms of Use or the guidelines, policies, restrictions and agreements on the Site shall create a joint venture, partnership, employment relationship, or franchise or fiduciary relationship between the parties.
- (b) If any provision of these Terms of Use is deemed invalid, void, or for any reason unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of any remaining condition.
- (c) No waiver of any default under these Terms of Use will apply to any subsequent default, whether of a similar nature or not, nor will any such waiver be construed as a waiver of any other provision of these Terms of Use.
- (d) If any provision, or portion thereof, of these Terms of Use, or its application to any person or circumstance, shall be invalid, illegal or unenforceable to any extent, the remainder of these Terms of Use, such provision and their application shall not be affected thereby, but shall be interpreted without such unenforceable provision or portion thereof so as to give effect, insofar as is possible, to the

original intent of the parties, and shall otherwise be enforceable to the fullest extent permitted by law.

- (e) These Terms of Use shall be construed in accordance with the laws of the State of New York without regard to its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not govern these Terms of Use. Any access to and use of the Site and the entering into these Terms of Use will be deemed to take place in the United States.
- (f) Any dispute regarding these Terms of Use will be resolved exclusively by a State or Federal court in New York City in the United States. We and you hereby waive any objection to venue, or to the inconvenience of the forum, of any such court or right to trial by jury to resolve any such dispute. The parties hereby consent to the jurisdiction of such courts.
- (g) You represent that, if you are an individual, you are at least 18 years of age and have the full right and authority to enter into these Terms of Use.
- (h) The Pond5 Parties are intended third party beneficiaries of these Terms of Use. Nothing in these Terms of Use or the guidelines, policies on the Site, express or implied, is intended to or shall confer upon any third person or entity other than the Pond5 Parties any rights, benefits or remedies of any nature whatsoever. Without limiting the generality of the foregoing, no provision herein shall be for the benefit of or enforceable by any creditor of any party hereto.
- (i) If you breach any provision of these Terms of Use and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms of Use.
- (j) Your obligations and our rights and remedies set out in these Terms of Use are cumulative and are in addition to your obligations and our rights and remedies at law or in equity.
- (k) Pond5 may assign these Terms of Use without your consent to any other party so long as such party agrees to be bound by its terms.
- (l) These Terms of Use are in addition to the Pond5 Contribution Agreement, the Pond5 Royalty Free License Agreement and the Pond5 Privacy Policy and the policies, guidelines and restrictions contained on the Site (which are all incorporated by this reference into these Terms of Use).

Contact

If you have concerns relating to this web site or these Terms of Use, please contact us at legal@pond5.com.